

## CORRESPONDENCE

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Before the  
Federal Communications Commission  
Washington, D.C. 20554

In the Matter of

KEVIN DAVID MITNICK

WT Docket No. 01-344

**Licensee of Station N6NHG in the  
Amateur Radio Service for Renewal  
of Station License**

KEVIN DAVID MITNICK

File No. 00000-58498

## For Renewal of Amateur Radio General Class Operator License

TO: Honorable Richard L. Sippel  
Administrative Law Judge

**ANSWERS TO "ENFORCEMENT BUREAU'S REQUEST FOR ADMISSIONS  
REQUEST FOR ADMISSIONS OF FACTS AND GENUINENESS OF DOCUMENTS**

Kevin David Mitnick hereby declares under penalty of the laws of perjury that the following Answers to the Enforcement Bureau's request for admissions are true and correct.

Respectfully submitted,

February 25, 2002

KEVIN DAVID MITNICK

By: Kevin David Mitnick  
Kevin David Mitnick

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Admissions

1. Since March 4, 1986, Mr. Mitnick has held a General Class Operator license.

Answer: Incorrect. I was licensed earlier under WA6VPS, which was obtained in or around 1976.

2. Since March 4, 1986, Mr. Mitnick has been license to operate Amateur Radio Service Station N6NHG.

Answer: True. However, I had been licensed under Amateur Radio Service Station WA6VPS prior to the issuance of N6NHG.

3. In 1995, Mr. Mitnick pleaded guilty in the Eastern District of North Carolina to a charge that he possessed unauthorized access devices, namely, cellular telephone numbers.

Answer: Denied. I pled guilty to that charge in or around June, 1997 in the Central District of California.

4. In 1995, Mr. Mitnick was sentenced to eight months incarceration by Chief Judge Boyle.

Answer: Denied. I was sentenced by Judge Mariana Pfaelzer in and around June, 1997 to a sum of twenty-two (22) months, which included the eight month sentence in the Eastern District of North Carolina case and fourteen (14) months for violating the terms and conditions of supervised release from an unrelated case.

5. In March, 1999, Mr. Mitnick signed a plea agreement in connection with an Information in Case No. CR 96-596-MRP and an Indictment in Case No. CR-96-881-MRP.

Answer: True.

6. On or about January 4, 1994, Mr. Mitnick obtained proprietary computer software from Novell, Inc. ("Novell") by fraudulent means as more fully described in count 1 of the Indictment in Case No. CR 96-881-MRP.

Answer: True.

7. As a result of his fraudulent action against Novell, Mr. Mitnick was ordered to pay Novell the sum of \$495.00.

Answer: True.

8. Mr. Mitnick was remitted the sum of \$495.00 for the benefit of Novell.

Answer: True.

9. As a result of his fraudulent action against Novell, Mr. Mitnick caused damage to Novell in an amount that exceeded \$495.00.

Answer: Neither admitted nor denied. Mr. Mitnick does not know the exact amount of damage caused to Novell as collateral damage from his activities. The Court, however, ordered that Mr. Mitnick pay \$495.00 in restitution.

10. On or about February 19, 1994, Mr. Mitnick obtained proprietary computer software from Motorola, Inc. ("Motorola") by fraudulent means as more fully described in count 5 of the indictment in Case No. CR 96-881-MRP.

Answer: True.

11. As a result of his fraudulent action against Motorola, Mr. Mitnick was ordered to pay Motorola the sum of \$453.75.

Answer: True.

12. Mr. Mitnick was remitted the sum of \$453.75 for the benefit of Motorola.

Answer: True.

13. As a result of his fraudulent action against Motorola, Mr. Mitnick caused damage to Motorola in an amount that exceeded \$453.75.

Answer: Neither admitted nor denied. Mr. Mitnick does not know the exact amount of damage caused to Motorola as collateral damage from his activities. The Court, however, ordered that Mr. Mitnick pay \$453.75 in restitution.

14. On or about April 15, 1994, Mr. Mitnick obtained proprietary computer software from Fujitsu, Limited and/or Fujitsu America, Inc. and/or Fujitsu Network Transmission Services, Inc. (collectively, "Fujitsu") by fraudulent means as more fully described in count 8 of the indictment in Case No. CR 96-881-MRP.

Answer: True.

15. As a result of his fraudulent action against Fujitsu, Mr. Mitnick was ordered to pay Fujitsu the sum of \$742.50.

Answer: True.

16. Mr. Mitnick was remitted the sum of \$742.50 for the benefit of Fujitsu.

Answer: True.

17. As a result of his fraudulent action against Fujitsu, Mr. Mitnick caused damage to Fujitsu in an amount that exceeded \$742.50.

Answer: Neither admitted nor denied. Mr. Mitnick does not know the exact amount of damage caused to Fujitsu as collateral damage from his activities. The Court, however, ordered that Mr. Mitnick pay \$742.50 in restitution.

18. On or about April 21, 1994, Mr. Mitnick obtained proprietary computer software from Nokia Mobile Phones, Ltd. ("Nokia") by fraudulent means as more fully described in count 10 of the indictment in Case No. CR 96-881-MRP.

Answer: True.

19. As a result of his fraudulent action against Nokia, Mr. Mitnick was ordered to pay Nokia the sum of \$288.75.

Answer: True.

20. Mr. Mitnick was remitted the sum of \$288.75 for the benefit of Nokia.

Answer: True.

21. As a result of his fraudulent action against Nokia, Mr. Mitnick caused damage to Nokia in an amount that exceeded \$288.75.

Answer: Neither admitted nor denied. Mr. Mitnick does not know the exact amount of damage caused to Nokia as collateral damage from his activities. The Court, however, ordered that Mr. Mitnick pay \$288.75 in restitution.

22. Between June 1993 and June 1994, Mr. Mitnick altered, damaged, and destroyed information contained in, and prevented authorized use of, computers of the University of Southern California ("USC") as more fully described in count 16 of the indictment in Case No. CR 96-881-MRP.

Answer: True.

23. As a result of his action against USC, Mr. Mitnick was ordered to pay USC the sum of \$288.75.

Answer: True.

24. Mr. Mitnick was remitted the sum of \$288.75 for the benefit of USC.

Answer: True.

25. As a result of his action against USC, Mr. Mitnick caused damage to USC and other persons and entities in an amount that exceeded \$1,000.00.

Answer: True.

26. Between 1991 and 1995, Mr. Mitnick also intentionally caused damage to Quest Comm. Corp. ("Quest").

Answer: False. I never pled guilty to intentionally causing damage to Quest Comm. Corp. ("Quest"), nor did I intentionally set out to cause such damage. I pled guilty to intercepting electronic communications, namely, computer passwords.

27. As a result of his criminal action against Quest, Mr. Mitnick was ordered to pay Quest the sum of \$577.50.

Answer: True.

28. Mr. Mitnick was remitted the sum of \$577.50 for the benefit of Quest.

Answer: True.

29. As a result of his criminal action against Quest, Mr. Mitnick caused damage to Quest in an amount that exceeded \$577.50.

Answer: Neither admitted nor denied. Mr. Mitnick does not know the exact amount of damage caused to Quest as collateral damage from his activities. The Court, however, ordered that Mr. Mitnick pay \$577.50 in restitution.

30. Between 1991 and 1995, Mr. Mitnick also intentionally caused damage to The Well.

Answer: False. I never pled guilty to intentionally causing damage to The Well, nor did I set out to intentionally damage The Well. I pled to guilty to computer fraud in violation of Title 18, Section 1030(a)(4).

31. As a result of his criminal action against The Well, Mr. Mitnick was ordered to pay The Well the sum of \$330.00.

Answer: True.

32. Mr. Mitnick was remitted the sum of \$330.00 for the benefit of The Well.

Answer: True.

33. As a result of his criminal action against The Well, Mr. Mitnick caused damage to Quest in an amount that exceeded \$330.00.

Answer: Neither admitted nor denied. Mr. Mitnick does not know the exact amount of damage caused to The Well as collateral damage from his activities. The Court, however, ordered that Mr. Mitnick pay \$330.00 in restitution.

34. Between 1991 and 1995, Mr. Mitnick also intentionally caused damage to U.S. West/Airtouch ("Airtouch").

Answer: Denied. I never pled guilty to intentionally causing damage to U.S. West/Airtouch, nor did I set out, intentionally, to do so. The Federal Sentencing Guidelines allows the Court to take into consideration relevant conduct, which does not require a conviction when ordering restitution.

35. As a result of his criminal action against Airtouch, Mr. Mitnick was ordered to pay Airtouch the sum of \$123.75.

Answer: True.

36. Mr. Mitnick was remitted the sum of \$123.75 for the benefit of Airtouch.

Answer: True.

37. As a result of his criminal action against Airtouch, Mr. Mitnick caused damage to Airtouch in an amount that exceeded \$123.75.

Answer: The Court did order me to pay the sum of \$123.75 to Airtouch. However, I was not convicted of any crime for which the victim was Airtouch. I do not know how much damage my activities caused to Airtouch.

38. Between 1991 and 1995, Mr. Mitnick also intentionally caused damage to NPACI/SDSC MC 0505 ("NPACI").

Answer: False. I never plead guilty to intentionally causing damage to NPACI/SDSC MC 0505 ("NPACI"), nor did I set out to intentionally damage NPACI. The Federal Sentencing Guidelines allows the Court to take into consideration relevant conduct, which does not require a conviction when ordering restitution.

39. As a result of his criminal action against NPACI, Mr. Mitnick was ordered to pay NPACI the sum of \$41.25.

Answer: The Court did order me to pay the sum of \$41.25 to NPACI. However, I was not convicted of any crime for which the victim was NPACI.

40. Mr. Mitnick was remitted the sum of \$41.25 for benefit of NPACI.

Answer: True.

41. As a result of his criminal action against NPACI, Mr. Mitnick caused damage to NPACI in an amount that exceeded \$41.25.

Answer: The Court did order me to pay the sum of \$41.25 to NPACI. However, I was not convicted of any crime for which the victim was NPACI. I do not know how much damage my activities caused to NPACI.

42. Between 1991 and 1995, Mr. Mitnick also intentionally caused damage to MCI/USLD ("MCI").

Denied. I never pled guilty to intentionally causing damage to MCI/USLD ("MCI"), nor did I set out to intentionally cause damages to MCI. The Federal Sentencing Guidelines allows the Court to take into consideration relevant conduct, which does not require a conviction when ordering restitution.

43. As a result of his criminal action against MCI, Mr. Mitnick was ordered to pay MCI the sum of \$41.25.

Answer: The Court did order me to pay the sum of \$41.25 to MCI. However, I was not convicted of any crime for which the victim was MCI.

44. Mr. Mitnick was remitted the sum of \$41.25 for benefit of MCI.

Answer: True.

45. As a result of his criminal action against MCI, Mr. Mitnick caused damage to MCI in an amount that exceeded \$41.25.

Answer: The Court did order me to pay the sum of \$41.25 to MCI. However, I was not convicted of any crime for which the victim was MCI. I do not know how much damage my activities caused to MCI.

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46. Between 1991 and 1995, Mr. Mitnick also intentionally caused damage to Pacific Bell ("Pac Bell").

Answer: Denied. I never pled guilty to intentionally causing damage to Pac Bell, nor did I set out, intentionally, to cause damage to Pac Bell. The Federal Sentencing Guidelines allows the Court to take into consideration relevant conduct, which does not require a conviction when ordering restitution.

47. As a result of his criminal action against Pac Bell, Mr. Mitnick was ordered to pay Pac Bell the sum of \$41.25.

Answer: The Court did order me to pay the sum of \$41.25 to Pac Bell. However, I was not convicted of any crime for which the victim was Pac Bell.

48. Mr. Mitnick was remitted the sum of \$41.25 for benefit of Pac Bell.

Answer: True.

49. As a result of his criminal action against Pac Bell, Mr. Mitnick caused damage to Pac Bell in an amount that exceeded \$41.25.

Answer: The Court did order me to pay the sum of \$41.25 to Pac Bell. However, I was not convicted of any crime for which the victim was Pac Bell, nor did I set out, intentionally to cause damage to Pac Bell. I do not know how much damage my activities caused to Pac Bell.

50. Between 1991 and 1995, Mr. Mitnick also intentionally caused damage to Sun Microsystems ("Sun").

Answer: False. I never pled guilty to intentionally causing damage to Sun, nor did I set out, intentionally, to damage Sun. I pled to guilty to possessing fifteen or more access devices, namely encrypted computer passwords in violation of Title 18, Section 1029(a)(3).

51. As a result of his criminal action against Sun, Mr. Mitnick was ordered to pay Sun the sum of \$330.00.

Answer: True.

52. Mr. Mitnick was remitted the sum of \$330.00 for the benefit of Sun.

Answer: True.



53. As a result of his criminal action against Sun, Mr. Mitnick caused damage to Sun in an amount that exceeded \$330.00.

Answer: Neither admitted nor denied. Mr. Mitnick does not know the exact amount of damages caused to Sun as collateral damage from his activities. The Court, however, ordered that Mr. Mitnick pay \$330.00 in restitution.

54. Between 1991 and 1995, Mr. Mitnick also intentionally caused damage to ICG-PST ("ICG").

Answer: Denied. I never pled guilty to intentionally causing damage to ICG, nor did I set out, intentionally, to damage ICG. The Federal Sentencing Guidelines allows the Court to take into consideration relevant conduct, which does not require a conviction when ordering restitution.

55. As a result of his criminal action against ICG, Mr. Mitnick was ordered to pay ICG the sum of \$371.25.

Answer: The Court did order me to pay the sum of \$371.25 to ICG. However, I was not convicted of any crime for which the victim was ICG.

56. Mr. Mitnick was remitted the sum of \$371.25 for the benefit of ICG.

Answer: True.

57. As a result of his criminal action against ICG, Mr. Mitnick caused damage to ICG in an amount that exceeded \$371.25.

Answer: The Court did order me to pay the sum of \$371.25 to ICG. However, I was not convicted of any crime for which the victim was ICG. I do not know how much damage my activities caused to ICG.

58. In November 1992, Mr. Mitnick fled California in order to avoid arrest and possible incarceration for violating the terms of his probation that followed a previous incarceration.

Answer: Here is what happened: I left California on December 26, 1992. Moreover, I resided at my residence in Calabasas, California up and until December 9, 1992, which was two days after my supervised release would have expired except for a warrant for my arrest. The Court issued a warrant for my arrest for violations of my supervised release on November 6, 1992. I did not become aware of this warrant until January of 1993. After learning of the existence of the warrant, I refused to turn myself in to authorities and became a fugitive.

59. Between November 1992 and February 15, 1995, Mr. Mitnick relocated his residence from time to time in order to avoid arrest.

Answer: I did, in fact, change my residence from time to time. Some of these changes were related directly to avoid arrest, others were for other reasons, as well.

60. Mr. Mitnick was incarcerated most recently between February 15, 1995 and January 21, 2000.

Answer: True.

61. Mr. Mitnick was most recently released from federal custody on January 21, 2000.

Answer: True.

62. Mr. Mitnick is currently on supervised release.

Answer: True.

63. Mr. Mitnick's supervised release currently expires on January 20, 2003.

Answer: True.

64. On November 29, 1999, Mr. Mitnick signed an application for renewal of license for Amateur Radio Service Station N6NHG.

Answer: I do not recall the exact date, except for the fact it was before December 12, 1999.

65. At the time Mr. Mitnick signed his renewal application he did not reside at 7113 W. Gowan Road, Las Vegas, Nevada 89129.

Answer: True. However, 7113 W. West Gowan Road was, and is currently a valid mailing address and station location of Amateur Radio Service Station N6NHG.

66. At the time Mr. Mitnick signed his renewal application his telephone number was not (702) 656-2804.

Answer: Denied. The above telephone number was, and continues to be one of my contact telephone numbers despite being listed in a family member's name.

67. Mr. Mitnick possesses the knowledge and capability to access the public-switched telephone network via Station N6NHG.

Answer: True. I, like any other Amateur Radio Operator, have the fundamental knowledge of how to use a phone patch (must be patched in through another radio station operator), or an autopatch. An autopatch is a common way to make non-business telephone calls thorough a repeater if you have permission of the owner.

## CERTIFICATE OF SERVICE

I, Traci Maust, a secretary in the law office of Lauren A. Colby, do hereby certify that copies of the foregoing have been sent via facsimile and Federal Express, this 28<sup>th</sup> day of February, 2002, to the offices of the following:

Honorable Richard L. Sippel  
Administrative Law Judge  
F.C.C.  
445 12<sup>th</sup> Street, S.W.  
Room 1-C864  
Washington, D.C. 20554

Charles Kelley, Esq.  
James Shook, Esq.  
Enforcement Bureau  
Investigations/Hearing Division  
F.C.C.  
445 12<sup>th</sup> Street, S.W.  
Room 3-B443  
Washington, D.C. 20554

  
Traci Maust